

Solicitation Number: 05-0002-04
Business and Finance Support Services for the Department of Defense (DoD)
Advisory Group on Electron Devices (AGED) and Reliance Technology Panel on
Electron Devices (TPED)
for the Office of Naval Research for Code 312

The statement of work, order information, proposal submission requirements, and evaluation information are set forth below. Proposals from holders of ONR Multiple Award Contracts (MATOC) for support services under CLIN 0002 Business and Finance Support Services are due by 2:00 PM (local), Friday, 07 January 2005.

This solicitation includes tasks for two (2) separate areas of support: Task 1 - Advisory Group on Electron Devices (AGED) and Task 2 - Reliance Technology Panel on Electron Devices (TPED).

1.0 Background

1.1.1 Task 1 - Advisory Group on Electron Devices (AGED). The AGED was established by Department of Defense (DoD) Instruction 5129.39 on August 7, 1961 and the charter was renewed on Feb 28, 2004. The AGED provides expert advice on electronic and photonic technologies to the Director of Defense for Research and Engineering. The AGED is a Federal Advisory Committee and is administered according to the AGED Charter, the Federal Advisory Committee Act (FACA) and the DoD Directive 5105.4. The AGED conducts approximately six one-day meetings per year and approximately six two-day Special Technology Area Reviews (STARs) per year.

Applicable Documents:

- DoD Instruction 5129.39 DoD Advisory Group on Electron Devices, November 17, 1992.
- Charter for DoD Advisory Group on Electron Devices, 28 Feb 2004
- DoD Directive 5105.4, DoD Federal Advisory Committee Management Program, 10 February 2003

1.1.2 Task 2 - Reliance Technology Panel on Electron Devices (TPED). The goals of Defense Science and Technology (S&T) Reliance are to enhance the quality of Defense S&T activities; ensure the existence of a critical mass of resources that will develop "world class" products; reduce redundant S&T capabilities and eliminate unwarranted duplication; gain productivity and efficiency through collocation and consolidation of in-house S&T work, when appropriate; preserve the vital mission-essential capabilities of the Services throughout the process. Reliance agreements involve joint planning, collocated in-house work, and lead Service/Agency assignment. They encompass both in-house and related contract work. The Defense S&T Reliance Technology Panel on Electron Devices (TPED) coordinates and manages Tri-Service sponsored work in microelectronics, RF components, electro-optical devices, electronic materials and electronic integration technology.

Applicable Documents:

- "Tri-Service Science and Technology Reliance," Annual Report, December 1992, prepared by Joint Directors of Laboratories, AD-A261682
- 2003 Defense Technology Area Plan

2.0 Statement of Work

2.1 Objective

The purpose of this effort is to provide support services to the Advisory Group on Electron Devices (AGED) and Reliance Technology Panel on Electron Devices (TPED).

2.2 Scope

2.2.1 Task 1 - Advisory Group on Electron Devices (AGED). There is a need to provide advice to the Director of Defense Research and Engineering (DDR&E) in planning and managing an effective and economical research and development program in the field of electron devices. In order to meet this objective the contractor shall provide technical and administrative services to support the AGED by supporting AGED meetings and Special Technology Area Reviews (STARs).

2.2.2 Task 2 - Reliance Technology Panel on Electron Devices (TPED). There is a need to facilitate the coordination of the electronics programs amongst the services and agencies within Defense S&T Reliance. In order to meet this objective the contractor shall provide technical and administrative services to support the Defense S&T Reliance Technology Panel on Electronic Devices (TPED) by supporting TPED meetings, facilitating joint planning, and supporting the DTAP and TARA process.

2.3 Technical Tasks/Requirements

The contractor shall provide support services for the Department of Defense (DoD) Advisory Group on Electron Devices (AGED) and Reliance Technology Panel on Electron Devices (TPED) as specified below.

2.3.1 Task 1 - Advisory Group on Electron Devices (AGED). The contractor shall perform the following tasks to support the AGED.

- Plan for and organize meetings, provide meeting sites, prepare agendas, administer and document meetings of the AGED (4 to 6 per year) and STARs (4 to 6 per year).
- Provide cleared personnel with final secret clearances and the capability to generate, receive, handle, process, distribute and store classified information, both in paper and in electronic media, up to and including the SECRET level.
- Review, on a continuing basis, the progress of on-going or completed AGED-related activities and support planning for future AGED activities.
- Be responsible for the dissemination of information to the AGED members including electronic communications as appropriate.
- Provide electronic access to electron device related program information, including minutes from previous meetings, information on upcoming meetings and STAR's, to members of AGED.
- Prepare content for website distribution and coordinate the content updates and additions with ONR website support staff.
- Establish and maintain a system that permits the AGED membership to submit report contributions and data inputs in electronic format, at high speed, permitting quick distribution of large blocks of information to and from the AGED membership.

- Provide special publications monitoring; consultants including payment of travel costs for non-government AGED members; membership orientations; diverse information requirements and library operations; and minor miscellaneous tasks necessary to support the requirements of the statement of work.
- Maintain a data-base list of all AGED members who have access to the various AGED documents.
- Maintain a database of mailing lists of the members of AGED.
- Provide for document reproduction, supplies, and related items required for meetings.
- Provide electronic means for information presentation at meetings.
- Exercise administrative and financial management support functions for AGED during the course of this effort such as: scheduling of activities and milestones; describing status; outlining activity and progress toward accomplishment of objectives.
- Be responsible for receiving, distributing, and archiving a wide range of documentation that comprises a normal part of the day-to-day functions of AGED.
- Document the meetings of the AGED. In many cases, the agendas and reports may contain classified – up to SECRET, For Official Use Only, procurement sensitive material, or combinations of all three.
- Assist in organizing, administering, and documenting the AGED Special Technical Area Review (STAR) meetings.
- Support the timely transition of existing AGED documents and electronic media materials from the current support contractor to the contractor facility.
- Maintain facilities within a 25-mile radius of Arlington VA, which are easily accessible by the Washington D.C. Metropolitan Public Transport System. (Metro-subway) Facilities must be able to accommodate up to 50 people in a single meeting and must be able to hold two meetings in parallel for lesser numbers. Contractor must be able to arrange for meeting sites for meetings with more than 50 people. Facility must have capability for teleconferencing, and access to personal computer modem hookups, facsimile equipment and telephones.

2.3.2 Task 2 - Reliance Technology Panel on Electron Devices (TPED). The contractor shall perform the following tasks to support the TPED.

- Plan for and organize meetings, provide meeting sites, prepare agendas, administer and document meetings of the TPED, (6 to 10 per year). In many cases, the agendas and reports may contain classified – up to SECRET, For Official Use Only, procurement sensitive material, or combinations of all three.
- Provide cleared personnel with final secret clearances and the capability to generate, receive, handle, process, distribute and store classified information, both in paper and in electronic media, up to and including the SECRET level.
- Provide for document reproduction, supplies, and related items required for meetings. Contractor shall provide electronic means for information presentation at meetings.
- Coordinate the preparation and dissemination of the TPED portion of the SEEW DTAP and all Electronics DTOS.
- Support preparation for TARA
- Be responsible for the dissemination of information to the TPED and Defense S&T Reliance, including electronic communications as appropriate.

- Provide electronic access to TPED-related program information, including minutes from previous meetings, information on upcoming meetings to members of the TPED
- Prepare content for website distribution and coordinate the content updates and additions with ONR website support staff.
- Establish and maintain a system that permits the TPED membership to submit report contributions and data inputs in electronic format, at high speed, permitting quick distribution of large blocks of information to and from the TPED membership.
- Correlate on-going and planned work under cognizance of the Defense S&T Reliance (TPED) with other Government agencies for the purpose of coordinating service inputs such as roadmaps and development plans and in the planning and execution process for electron devices.
- Create and maintain a data base sufficient to permit evaluation of the Tri-Service electron device program in terms of content, emphasis, balance, and realism of goals
- Maintain a list of all TPED members who have access to the various TPED documents.
- Maintain a database of mailing lists of the TPED, its sub-panels, sub-subpanels, and associated personnel for distribution of pertinent program data.
- Establish and maintain a Tri-Service, DARPA, MDA and NASA electronic financial database for Defense S&T programs. The database shall include current budgetary information as well as information collected and tabulated in previous years.
- Support the timely transition of existing TPED documents and electronic media materials from the current support contractor to the contractor facility.
- Maintain facilities within a 25-mile radius of Arlington VA, which are easily accessible by the Washington D.C. Metropolitan Public Transport System. (Metro-subway). Facilities must be able to accommodate up to 50 people in a single meeting and must be able to hold two meetings in parallel for lesser numbers. Contractor must be able to arrange for meeting sites for meetings with more than 50 people. Facility must have capability for teleconferencing, and access to personal computer modem hookups, facsimile equipment and telephones.

2.4 Reports Data and Other Deliverables

2.4.1 Monthly Progress and Management Report(s). The contractor is required to provide monthly progress and management report(s). This report is due on a monthly basis and shall include the work accomplished and expenditures during the reporting period as well as plans for the next reporting period. Contractor format is acceptable.

2.4.2 Other Reports and Documentation. The contractor is required to provide other reports and documentation (i.e., agendas, minutes, draft STAR reports, and presentations from meetings) as agreed to by the Government and Contractor. The format for these items should be discussed and coordinated with the Contracting Officer's Representative (COR) prior to submission.

3.0 Personnel Requirements

3.1 Personnel Qualifications

The Contractor shall provide qualified personnel to manage and execute all aspects of the statement of work. The following skill sets are anticipated to support the tasks:

3.1.1 All personnel must be thoroughly familiar and proficient in the use of commercial software packages such as Microsoft Word, Project, Excel and PowerPoint.

3.1.2 Program Manager. The Program Manager should have at least a Bachelor's degree from an accredited college or university and three (3) years of experience in a related S&T discipline. The candidate should have excellent skills in providing technical direction to support staff, interfacing with government personnel, and effectively allocating resources. Personnel assigned to the Order must have a familiarity with electronic and photonic technologies. A SECRET clearance is required.

3.1.3 Program Analyst. The Program Analyst should have at least a Bachelor's degree from an accredited college or university with two years S&T experience or no degree with eight years of experience in related S&T discipline or electronics program area. The candidate must possess knowledge and skills in applying analytical and evaluative techniques to identify, consider, and resolve issues or problems of a procedural or factual nature. The Program Analyst II must possess knowledge and skills on the usage of various qualitative or quantitative techniques. The candidate must possess a broad base of office skills, have the ability to organize and coordinate work efficiently, coupled with personal flexibility, and clerical responsibilities involving strong teamwork, problem-solving, and communications skills. Personnel assigned to the Order must have a familiarity with electronic and photonic technologies. A SECRET clearance is required.

3.2 Level of Effort

3.2.1 The level of effort has been estimated for the proposed contract. Both a one (1) year base period and four (4) one year option periods have been defined.

3.2.2 Base and Option Period for Task 1. The base period of performance will be from the date of Order through twelve (12) months thereafter. The period of performance for each option year will be from the date of option exercise through twelve (12) months thereafter. The level of effort anticipated for Task 1 is approximately 1.1 man-years at an average rate of approximately 176 hours per month. A summary of the labor categories and the total anticipated annual hours for this effort is provided below.

Labor Category	Hours Per Year
Program Manager	200
Program Analyst	2,000
Total Hours	2,200

NOTE: 2,000 hours is equivalent to one (1) man-year.

3.2.3 Base and Option Period for Task 2. The base period of performance will be from the date of Order through twelve (12) months thereafter. The period of performance for each option year will be from the date of option exercise through twelve (12) months thereafter. The level of effort anticipated for Task 2 is approximately 0.55 man-years at an average rate of approximately 88 hours per month. A summary of the labor categories and the total anticipated annual hours for this effort is provided below.

Labor Category	Hours Per Year
Program Manager	80
Program Analyst	1,020
Total Hours	1,100

NOTE: 2,000 hours is equivalent to one (1) man-year.

3.2.4 The above labor categories and hours are provided as the Government's best estimate of the work to be performed. The offeror may propose the same level of effort (hours and labor categories) or a different level of effort based on its own labor classification system and unique approach to satisfy the Government's requirement. While the Government will consider an alternate level of effort, it is the Government's preference to maximize the estimated labor hours devoted to the direct performance of the technical tasks. To the extent that the level of effort proposed is different than the Government's estimate, the offeror's technical proposal should clearly specify the hours and labor categories proposed for each task in the statement of work.

4.0 Order Details

4.1 Contract Type. The Navy anticipates awarding a cost plus fixed fee level of effort task order.

4.2 Period of Performance. The period of performance for the base period shall be from the date of Order through twelve (12) months thereafter. The period of performance for Option I shall be from the date of option exercise through twelve (12) months thereafter. The period of performance for Option II shall be from the date of option exercise through twelve (12) months thereafter. The period of performance for Option III shall be from the date of option exercise through twelve (12) months thereafter. The period of performance for Option IV shall be from the date of option exercise through twelve (12) months thereafter.

4.3 Other Direct Costs (ODCs). ODCs (including travel, supplies, etc.) will be reimbursed at cost plus G&A without profit or fee. Purchases of items (other than consumable materials or supplies) exceeding \$2,500 and all travel must be approved in advance by the Contracting Officer's Representative (COR). The Government estimate for travel/ODC amount is \$80,000.00 per year including G&A for Task 1 (AGED) and \$5,000.00 for Task 2 (TPED).

4.3.1 Travel and Per Diem. Travel will be required to support this Statement of Work. In accordance with the contract requirements, direct costs associated with the Contractor's travel, including per diem, shall not exceed the applicable rates found in the Joint Travel Regulations (JTR). All travel arrangements under the contractor's responsibility include: clearance requests, hotel accommodations, travel orders, and visa/passport requirements, unless otherwise stated by the Government sponsor. The Government estimate for travel and per diem is \$75,000.00 per year including G&A for Task 1 (AGED) and \$5,000.00 for Task 2 (TPED).

4.3.2 Other Direct Costs (Other than Travel and Per Diem). Other direct costs (ODCs) may be required to fully support this task requirement. At this time, the specific items cannot be identified; however, the ODC and Travel cost total cannot exceed the NTE amount stated in Section 4.3.

4.4 Place of Performance. Work will normally be performed at the Contractor's facilities. There will be cases in which the contractor will be required to provide support at meetings such as the TARA or AGED STARS that could be located in Monterey, CA.

4.5 Government Furnished Resources (GFR). The Government will provide information, material and forms unique to the Government for supporting the task. The Government furnished resources necessary to perform the statement of work should be identified and requested through the designated Contracting Officer's Representative (COR).

4.5.1 Facilities, Supplies and Services. The facilities required to perform the tasks outlined in the Statement of Work will be at the contractor's place of business.

4.5.2 Information. All Government unique information related to this requirement necessary for Contractor performance will be made available to the Contractor. The Contracting Officer's Representative (COR) will be the point of contact for identification of any required information to be supplied by the Government.

4.5.3 Documentation. All existing documentation relevant to this task's accomplishment will be made available to the contractor at the beginning of the task. The Contractor will be required to prepare documentation in accordance with defined guidelines provided by the Government.

4.5.4 Equipment. With the exception to the basic facility items noted Subsection 4.5.1, and in accordance with the general guidance in FAR Part 45.102, Contractors are required to furnish all property necessary to perform on Government contracts or orders. PC's should not be proposed as a direct charge under this solicitation. For security purposes, computers may be required to be authorized and approved for use by ONR.

Contractors may be required to obtain one or more Navy Marine Corps Intranet (NMCI) seats to perform the Task Order statement of work. ONR currently plans to formally transition to NMCI on or about 1 OCT 2005. During the performance of the Order, if either party (Government or Contractor) identifies a requirement for the Contractor to obtain an NMCI seat to perform its duties, ONR officials will work with the Contractor to obtain an NMCI seat in a timely manner and, if necessary, will pursue a mutually satisfactory agreement in regards to any formal modifications or changes to the scope, structure or dollar values of the Order as a result of the emerging NMCI requirements. General information regarding NMCI can be obtained at: <http://www.nmci-eds.com/index.asp>.

4.6 Subcontracts/Consultants. Contractor may request or propose, on a case-by-case basis, subcontract/consultant support for specific technical tasks.

4.7 Security Requirements

a) Clearance Requirements. During the performance of the effort, the Contractor may be required to have access to, and may be required to receive, generate, and store information classified to the level of SECRET. For personnel, a minimum of a SECRET clearance is required. Any Contractor facilities used in support of this contract must be granted SECRET facility clearances and have the capability to store material classified up to and including SECRET. A DD Form 254 will be required prior to access or production of any classified information. Additionally, Contractor is required to safeguard the information labeled as proprietary.

b) Nondisclosure Agreement. In the course of its work, the selected Contractor will be required to execute a Nondisclosure Agreements (NDAs) as outlined in Section 5.2.1 of this solicitation.

4.8 Organizational Conflict of Interest

(a) The parties acknowledge that, during performance of the contract resulting from this Order solicitation, the contractor may require access to certain proprietary and confidential information (whether in its original or derived form) submitted to the Government. Such information includes, but is not limited to, business practices, proposals, designs, mission or operation concepts, sketches, management policies, cost and operating expense, technical data and trade secrets. The contractor shall take appropriate steps not only to safeguard such information, but also to prevent disclosure of such information to any party other than the Government. The contractor agrees to indoctrinate company personnel who will have access to or custody of the information concerning the nature of the confidential terms under which the Government received such information and shall stress that the information shall not be disclosed to any other party or to contractor personnel who do not need to know the contents thereof for the performance of the contract. Contractor personnel shall also be informed that they shall not engage in any other action, venture, or employment wherein this information will be used for any purpose by any other party.

(b) The contractor agrees that, during performance of the contract resulting from this Order solicitation and for a period of two years after the completion of its performance of the contract, the contractor, any affiliate of the contractor, any joint venture involving the contractor, any entity into or with which the contractor may merge or affiliate, or any other successor or assign of the contractor may not be eligible to participate as a prime contractor, subcontractor, consultant, joint venture, partner, or participant in any Government contracts, grants, partnerships, programs, or other agreements associated with this effort.

5.0 Proposal Requirements

5.1 Proposal Format. The Offeror's proposal must be divided into two sections: (1) Technical Proposal, and (2) Cost Proposal. Information for the technical portion shall be in a separate and segregable document from the cost proposal. No cost information shall be in the technical section. The length of the technical proposal shall not exceed ten (10) pages, exclusive of resumes. There are no page limits on the number of resumes or the pages of the cost proposal. The proposal should be written and organized to be compatible with the Statement of Work, company's organization and accounting structure, and proposed cost.

(a) Technical Proposal. The technical proposal should include the following: The Offeror's understanding of and approach to the requirement, resumes of proposed personnel, and the amount of proposed hours for personnel. The Offeror should describe specifically how the work activities required to complete the tasks in the statement of work will be done. The Offeror should explain how technical objectives, tasks and deadlines will be determined; how staff responsibilities will be assigned; whether and to what degree consultants and/or subcontractors will be utilized; how the quality and timeliness of work performance will be supervised and controlled; how the Offeror will coordinate with the program office; how a surge capacity will be maintained to meet unanticipated requirements; and how administrative tasks such as travel, security and resource requests will be handled.

The Offeror should include information relative to previous efforts for the same or similar services provided in the past to include contract numbers and Government points of contact where applicable.

The Offeror should explain what corporate facilities are available and would be used in support of the work including computer resources, publication/media materials and equipment where appropriate. The proposal should acknowledge that the contractor will provide the appropriate IT/telecommunications equipment for the proposed personnel for this task order.

(b) Cost Proposal. The contractor should submit a cost proposal indicating the price per labor hour (to include cost and profit) for the quantities and types of labor proposed. The Contractor should break out the proposed direct labor categories, rates and hours, labor escalation rates, indirect rates (fringe, overhead, G&A, Facilities Cost of Money, etc), any consultants/subcontracts, and the indirect rate, if any to be applied to Travel/ODCs.

If available and applicable, the contractor should also provide in its cost proposal its Defense Contract Audit Agency (DCAA) point of contact, including the Branch Office name, auditor name, phone number, and e-mail address.

5.2 Other Required Documents. Offerors should be aware that, upon receiving an award, the following additional documentation will be required:

5.2.1 Non-Disclosure Agreement. Each employee of the successful Offeror will be required to sign a Non-Disclosure Agreement (NDA) prior to commencing work under this Order. The supervisor/manager of the proposed personnel will also be required to sign the NDA on behalf of the Contractor. Attachment A to this solicitation includes the current NDA that should be used, unless otherwise instructed by the Government.

5.3 Proposal Submission: The due date for submission of proposals for this solicitation is 2:00 PM (local time) on Friday, 07 January 2005. Proposals can be:

(a) Sent by regular mail or hand delivered. **NO EMAIL OR FAX PROPOSALS WILL BE ACCEPTED.** Provide for the original and two copies to arrive by the above deadline at the following address:

Office of Naval Research
Attention: Lynn Christian, Room 720
800 North Quincy Street, Code 0251
Arlington, VA 22217-5660
Ref: 05-0002-04

6.0 Evaluation Information

6.1 Evaluation Criteria. A Task Order will be awarded to the responsible offeror whose offer represents the best value to the Government. Best value is the outcome of any acquisition that ensures the Government meets the customer's needs in the most effective, economical, and timely manner. In order to determine which offeror represents the best overall value, offers for individual task orders will be evaluated on the following Technical and Price/Cost Factors:

Technical Factors

- (1) Proposed personnel
- (2) Management Plan and Technical Approach
- (3) Past performance on earlier tasks under this and similar contracts
- (4) Facilities

Price/Cost Factors

- (5) Cost

The Government will make the determination of the overall value of each proposal in terms of its potential to best satisfy the needs of the Government, considering both technical and cost factors. The offeror's technical capability (as measured by the technical factors) is equal to that of the cost factor.

In regards to the stated technical factors, factor 1 is of the greatest weight; factors 2 and 3 are equally weighted. Factor 4 is of equal value to all other technical factors. These three technical factors are cumulatively equal to the cost factor.

In evaluating past performance on individual orders, the procedural requirements in FAR 42.15 are not mandatory. Past performance will be based on the Government's subjective evaluation of the Contractor's performance with previous orders, if any, under this contract and similar contracts.

6.2 Award. The Government will award a task order to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost and other factors considered. The anticipated award date of this order is on or before Friday 28 January 2005. The anticipated start date for this order will be Monday 02 February 2005.

7.0 Submission of Questions. Any questions regarding this solicitation must be provided in writing to the Point of Contact and Contracting Officer listed below. Acceptable forms of written question submission include fax and e-mail. Questions submitted less than 72 hours prior to the closing date for proposals may not be answered and the due date for submission of proposals may not be extended.

8.0 Solicitation Amendments. Any amendments to this solicitation will be posted along with the solicitation on the ONR website. An e-mail notice will be sent to all potential Offerors at the time the amendment is posted. It is the Offeror's responsibility to regularly check for e-mail notices and the posting of solicitations/amendments.

9.0 Point of Contact. The Contract Specialist for this solicitation is Lynn Christian and she can be reached by e-mail at christl@onr.navy.mil or telephone (703) 696-1575. Her mailing address is in paragraph 5.3 above.

10.0 Contracting Officer. The Contracting Officer for this solicitation is Vera M. Carroll and she can be reached by e-mail at carrolv@onr.navy.mil or telephone at (703) 696-2610.

Non-Disclosure Agreement Regarding Contractor Support for the Office of Naval Research

The undersigned individual, _____, agrees,
both in his personal capacity and as an employee of _____
as follows:

BACKGROUND

1. The mission of the Office of Naval Research is to plan, foster, and encourage scientific research and technology development in recognition of their paramount importance in the maintenance of future naval power and the preservation of national security. ONR provides for the continuing technological superiority of U.S. naval forces, by providing the Department of the Navy (DoN) with mission-relevant, affordable new capabilities that create and exploit scientific breakthroughs, respond to fleet requirements, and support strategic U.S. industries. ONR requires contractor technical services and research support in order to meet these requirements. The services/support that may be provided to ONR by contractor personnel include but are not limited to the following:
 - i. Assist ONR personnel in overall technical program management support on matters and issues consistent with ONR sponsored development projects, including assisting in the evaluation of white papers, proposals, program/project planning, investment reviews, technology assessments, data analyses, conference and seminar activities, and financial issues.
 - ii. Provide support in the financial execution of ONR programs. Monitor availability and use of funds. Review financial documents and plans for impact on program objectives and requirements. Prepare internal financial notices, instructions, guidelines and reports. Conduct analyses and provide reports that identify, quantify and evaluate financial execution of accounts and accomplishment of program goals and milestones. Coordinate preparation and review of actual and projected funding estimates, justifications and strategies. Identify deficiencies, excesses, trends and imbalances to assure funds availability. Work with program personnel to expedite financial execution and ensure programmatic benchmarks are met.
 - iii. Draft analyses, presentations, notes, assessments, testimonies, speeches, and other materials on various technical/management topics, as requested, for use by ONR personnel with other internal ONR departments and externally with the Navy staff, Department of Defense, other federal and state agencies and the U.S. Congress.
 - iv. Provide assistance in the areas of information technology to include database design and maintenance, software development, graphics and reproduction, and other allowable materials and services.
 - v. Provide administrative and management support in the execution of ONR programs to include the preparation of official documents and files for execution by Government employees.

- vi. Provide support on technical, programmatic and operational matters pertaining to the diverse array of technologies investigated and supported by ONR.
2. The undersigned individual is serving as contractor support for ONR. As such, he has and will continue to come into contact with proprietary technical and commercial information. He likewise will have access to sensitive internal information developed by or on behalf of the Government in connection with the accomplishment of ONR's mission.

AGREEMENT

1. The undersigned individual agrees that he will not disclose to any individual, company, or Government Representative¹ any information² relating to current or proposed Navy budgetary information, acquisition planning or acquisition actions, obtained either directly or indirectly as a result of the effort performed on behalf of ONR. The undersigned individual agrees that he will promptly notify the ONR Office of Counsel of any attempt by an individual (including any contractor personnel), company or Government Representative to gain unauthorized access to such information, and of any disclosure of such information to unauthorized parties. Such notification shall include the name and organization, if available, of the individual, company or Government Representative seeking access to such information.
2. The undersigned and his employer acknowledge that the owner of any proprietary information improperly disclosed stands as an intended third-party beneficiary of this non-disclosure agreement. In the event of an unauthorized disclosure of proprietary information, the owner of the information may seek legal recovery under this non-disclosure agreement, even though the information owner is not a formal party to the agreement.

FOR THESE REASONS the undersigned individual agrees on his own behalf, and his employer likewise concurs, to protect, respect and not disclose the proprietary information and Government mission- and procurement-sensitive information that may come to their attention as part of the contract assistance provided to ONR.

Employee Signature _____

Printed Name _____

Date _____

Concurrence by the employer:

Supervisor/Manager Signature _____

Printed Name _____

Date _____

¹ Government Representative is defined as any Government employee, either military or civilian, not assigned to the activity or program office for which the effort is being performed.

² This information includes, but is not limited to, contractor proposals, proprietary data and commercial information, reports and other information in the Government's possession, including information contained in contracts/grants/agreements and associated records and files